| ORDER FOR SUPPLIES OR SERVICES | | | | | | | PAGE 1 OF 17 | | | | | |
|---|--|--------------|--------------------------|--|--|--|---------------------------------------|---|-----------------------|---------------------------------------|--|--------------------------------|
| | | | | | | | | | | | | |
| | | | ER/AGREEMENT NO. | 2. DELIV | ERY ORDER | /CALL NO. | 3. DATE OF ORD (YYYYMMMDD) | ER/CAI | | | | 5. PRIORITY |
| W56HZV-04-P-T446 6. ISSUED BY CODE W56HZV | | | 7. ADMINISTI | 2004MAY06 ERED BY (If other t | han 6) | SEE S | SCHEDULE CODE S | 1403A | DOA4 8. DELIVERY FOB | | | |
| TACOM WARREN BLDG 231 AMSTA-AQ-ADBX KEITH DEPOORTER (586)574-7405 WARREN, MICHIGAN 48397-5000 EMAIL: DEPOORTK@TACOM.ARMY.MIL HTTP://CONTRACTING.TACOM.ARMY.MIL | | | | DCM# 1523 BLDG ARL1 | DCMA CHICAGO 1523 WEST CENTRAL ROAD BLDG 203 ARLINGTON HEIGHTS IL 60004-2451 | | | | | X DESTINATION OTHER (See Schedule if | | |
| 9. CONTR | RACTOR | | | CODE | 00642 | SCD: C FACILI | PAS: N | | ELIVER TO F | ADP PT: HQ033 OB POINT BY (Date) | 39 | other) 11. X IF BUSINESS IS |
| HEALE MFG. CO., INC. 1231 THE STRAND NAME AND ADDRESS NAME VAUKESHA WI, WI. 53187-1444 | | | • | (YYYYMMDD) SEE SCHEDULE 12. DISCOUNT TERMS | | | | X SMALL SMALL DISADVANTAGED WOMAN-OWNED | | | | |
| | • TYPE P | TIC | INESS: Other Sma | all Rug | iness Derf | forming in | • | | | ES TO THE ADDRESS | IN BLOCK | |
| 14. SHIP | | 0.5. | INESS. Other Suc | CODE | iness Peri | DFAS - COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381 | | | | н н н н н н н н н н н н н н н н н н н | MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2 | |
| 16. TYPE | DELIVERY/ CALL | | THIS DELIVERY ORDE | R IS ISSUED | ON ANOTHER G | GOVERNMENT AG | ENCY OR IN ACCORD | ANCE W | VITH AND SUBJI | ECT TO TERMS AND CO | NDITIONS OF ABOV | E NUMBERED CONTRACT. |
| OF ORDER | PURCHASE | х | Reference your HEALE MFG | Oral | | Quotation | | , Γ | Dated 2004A | PR21 | | |
| | | Λ | | E CONTRA | CTOR HEREI | BY ACCEPTS TH | HE OFFER REPRES | | | MBERED PURCHAS AND AGREES TO PE | | MAY PREVIOUSLY HAVE ME. |
| NAME OF CONTRACTOR SIGNATURE TYPED NAME AND TITLE DATE SIGNED (YYYYMMMDD) If this box is marked, supplier must sign Acceptance and return the following number of copies: 17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE | | | | | | | | | | | | |
| | SCHEDULE | | | | | | | | | | | |
| 18. ITEM | NO. 19. SO | CHE | CDULE OF SUPPLIES/SI | ERVICE | | | 20. QUANTITY ORDERED/ ACCEPTED* | ? | 21. UNIT | 22. UNIT PRICE | 23. AMOUNT | |
| | SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price KIND OF CONTRACT: Supply Contracts and Priced Orders | | | | | | | | | | | |
| | accepted by the | | | 4. UNITED | STATES OF A | AMERICA -SANCHEZ /S | SIGNED/ | | | • | 25. TOTAL 26. | \$891.24 |
| If differen quantity o | | iant cle. | ity accepted below B | BY: | CHECKSAJ | @TACOM.ARMY | 7.MIL (810)57 | | | ORDERING OFFICER | DIFFERENCE | S |
| | PECTED | 7 | | ACCEPTEI | O, AND CONFO | ORMS TO CONT | RACT EXCEPT AS | NOTE | D | | | |
| b. SIGNA | TURE OF AUTI | HOF | RIZED GOVERNMENT | REPRESE | NTATIVE | | c. DATE (YYYYMMMD | D) | | D NAME AND TITLE SENTATIVE | OF AUTHORIZE | D GOVERNMENT |
| e. MAILI | NG ADDRESS O |)F A | UTHORIZED GOVERN | MENT RE | PRESENTATI | VE | 28. SHIP. NO. | | 29. D.O. VOU | CHER NO. | 30. INITIALS | |
| f. TELEPHONE NUMBER g. E-MAIL ADDRESS | | | | | PARTIA FINAL | | 32. PAID BY 33. A | | | 3. AMOUNT VERIFIED CORRECT FOR | | |
| 36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT. | | | | | Г. | 31. PAYMENT | | | | 34. CHECK NU | JMBER | |
| a. DATE | III IIIIS ACC | .00 | b. SIGNATURE AND | | | | COMPL | | | | 35. BILL OF L | ADING NO. |
| (YYYYM | MMDD) | | | | | | PARTIA FINAL | L | | | | |
| 37. RECEIVED AT 38. RECEIVED BY (Print) 39. DATE RECEIVED (YYYYMMMDD) | | | | | 40. TOTAL CO TAINERS | N- | 41. S/R ACC | OUNT NUMBER | 42. S/R VOUCE | IER NO. | | |

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Name of Offeror or Contractor: HEALE MFG. CO., INC.

SUPPLEMENTAL INFORMATION

1

| Regulatory Cite | Title | Date |
|------------------------|-------------------------------------|----------|
| 52.204-4016 (TACOM) | TACOM-WARREN ELECTRONIC CONTRACTING | JUL/2003 |

- (a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (http://contracting.tacom.army.mil/opportunity.htm) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at http://contracting.tacom.army.mil/userguide.htm and http://contracting.tacom.army.mil/userguide.htm and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at http://contracting.tacom.army.mil/userguide.htm and are no longer available in hard copy.
- (b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.
- (c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.
- (d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.
- (e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil
- (f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at http://www.ecrc.ctc.com

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Name of Offeror or Contractor: HEALE MFG. CO., INC.

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|----------|
| | SUPPLIES OR SERVICES AND PRICES/COSTS | | | | |
| 0001 | NSN: 6150-00-916-2115 FSCM: 19207 PART NR: 11592731 SECURITY CLASS: Unclassified | | | | |
| 0001AA | PRODUCTION QUANTITY | 12 | EA | \$74.27000 | \$891.24 |
| | NOUN: WIRING HARNESS, BRAN PRON: EH492924EH PRON AMD: 01 ACRN: AA AMS CD: 070011 | | | | |
| | Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PKG CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B | | | | |
| | Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin | | | | |
| | Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 BGRA5Z21851032 BA2BEC L BGRA00 2 PROJ CD BRK BLK PT BGR002 DEL REL CD QUANTITY DEL DATE 001 12 04-AUG-2004 | | | | |
| | FOB POINT: Destination | | | | |
| | SHIP TO: FREIGHT ADDRESS (BGR002) STELLAR MARITIME LTD CO IKAROS TRANSPORT LTD MF GREEK ARMY 500 OCEAN AVENUE EAST ROCKAWAY NY 11518-1235 | | | | |
| | MARK FOR: IKAROS TRANSPORT MARINE DIVISION MF GREEK ARMY PHONE 516 599 7400 500 OCEAN AVENUE EAST ROCKAWAY NY 11518 | | | | |
| | CONTRACT/DELIVERY ORDER NUMBER W56HZV-04-P-T446/0000 | | | | |
| | | | | | |
| | | | | | |

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Name of Offeror or Contractor: HEALE MFG. CO., INC.

INSPECTION AND ACCEPTANCE

INSPECTION AND ACCEPTANCE

PERFORMANCE/ OPERATIONAL TESTING REQUIRED PER QS 11592731, QS 7716781 AND QS 8724242. INITIAL PRODUCTION APPROVAL REQUIRED PER QS 8724242. CONTRACTOR QUALITY PROGRAM REQUIRED.

*** END OF NARRATIVE E 001 ***

| ' | CONTINUATION CHEET | | Reference No. of Document Being Continued | | | | | Page 5 of 17 | | | |
|-------------|--------------------|------------|---|----------------------------|------|--------|-----------|--------------|----------|------|-----------|
| | CONTINUATION SHEET | | | PIIN/SIIN W56HZV-04-P-T446 | | | | MOD/AMD | | | |
| Name | of Offeror or | Contractor | HEALE MFG. | CO., INC. | | | | | | | |
| CONTRAC | T ADMINISTRA | TION DATA | | | | | | | | | |
| | PRON/ | | | | | | JO | | | | |
| LINE | AMS CD/ | OBLG | | | | | OR | DER | ACCOUNTI | NG | OBLIGATED |
| <u>ITEM</u> | MIPR | ACRN STAT | ACCOUNTING | CLASSIFICATION | | | <u>NU</u> | MBER | STATION | | AMOUNT |
| 0001AA | EH492924EH | AA 2 | 97 X4930A | C6D 6D | 26FB | S20113 | | | W56HZV | \$ | 891.24 |
| | 070011 | | | | | | | | | | |
| | | | | | | | | | TOTAL | \$ | 891.24 |
| SERVICE | | | | | | | | ACCOUN | TING | | OBLIGATED |
| NAME | TOTA | L BY ACRN | ACCOUNTING | CLASSIFICATION | | | | STATIC | ON | | AMOUNT |
| Army | | AA | 97 X4930A | C6D 6D | 26FB | S20113 | | W56HZV | 7 | \$ _ | 891.24 |
| | | | | | | | | | TOTAL | \$ | 891.24 |

| CONTENT A TRANSPORT | | | Reference No. of Document | Page 6 of 17 | |
|---------------------|----------------------|------------------------|--|-------------------------|----------|
| CO | NTINUATION S | SHEET | PIIN/SIIN W56HZV-04-P-T446 | MOD/AMD | |
| Name of Of | feror or Contractor: | HEALE MFG. | CO., INC. | | |
| CONTRACT CLA | USES | | | | |
| 2 | 52.211-5 | MATERIAL | REQUIREMENTS | | AUG/2000 |
| 3 | 52.222-21 | PROHIBITI | ON OF SEGREGATED FACILITIES | | FEB/1999 |
| 4 | 52.232-33 | PAYMENT B | Y ELECTRONIC FUNDS TRANSFERCENTRAL | CONTRACTOR REGISTRATION | OCT/2003 |
| 5 | 52.246-2 | INSPECTIO | N OF SUPPLIESFIXED PRICE | | AUG/1996 |
| 6 | 252.225-7016 | RESTRICTI dated Dec | ON ON ACQUISITION OF BALL AND ROLLER 2000) | BEARINGS (Alternate I | DEC/2000 |

(a) Definition: <u>Qualification requirement</u>, as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

FEB/1995

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name) SEE SUPPORTING ACTIVITY(IES) LISTED IN THE SPECIFICATION(S) (Address)

QUALIFICATION REQUIREMENTS

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

| Offeror's Name | | |
|---------------------|-------------|-----------------------|
| Manufacturer's Name | | |
| Source's Name | | |
| Item Name | | |
| Service | | |
| Identification | Test Number | (to the extent known) |

- (d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.
- (e) If an offeror, manufacturer, source product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.
- (f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

[End of Clause]

8 52.204-4006 INCORPORATION OF TACOM MASTER SOLICITATION FOR SIMPLIFIED MAY/2000 (TACOM) ACQUISITIONS AND DESIGNATION OF F.O.B. POINT

- (a) This Request for Quotation (RFQ) or Purchase Order (PO) incorporates by reference TACOM-Warren's Master Solicitation for Simplified Acquisitions with the same force and effect as though the clauses and provisions it contains were physically incorporated into this document. The version in effect at time of award is the version that applies to your purchase order.
 - (b) The TACOM-Warren Master Solicitation for Simplified Acquisitions is available on our Electronic Contracting web page, which

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Name of Offeror or Contractor: HEALE MFG. CO., INC.

you can reach using the following URL address: http://contracting.tacom.army.mil/opportunity.htm

- (c) The clauses and provisions in Section I of the Master Solicitation apply to all TACOM-Warren RFQs and Purchase Orders that contain this clause. The clauses contained in Section II of the Master Solicitation applies in addition to those in Section I when the RFQ or PO specifies F.O.B. Origin.
 - (d) We hereby specify that the required F.O.B. point for this acquisition is destination.
- (e) We will keep the Master Solicitation identified in this clause available on our Electronic Contracting web page during the entire period of performance of the purchase order. If the current Master Solicitation later is revised to incorporate a change in any of the clauses, the version specified in this clause will be retained, intact, in an archive area on our web page for continued reference and use.

[End of Clause]

9 52.211-4015 CONFIGURATION CONTROL--ENGINEERING CHANGES (TACOM)

JUL/2002

(a) DEFINITIONS:

- (1) Engineering Change Proposal (ECP). An ECP is a suggestion that we (the Government) permanently change some requirement of the Technical Data Package (TDP). ECPs can be issued before or during contract performance. NOTE: The current Government Standard allows us ninety days to process routine ECPs. If you (the contractor) need a response in less than ninety days to meet contract requirements, you should consider submitting a deviation along with your ECP.
- (2) Request for Deviation (RFD). A RFD is a one-time request to deviate from TDP requirements. You must submit your deviation request before you deviate from the TDP requirements. You can request a deviation for a specific number of parts or the entire contract quantity.
 - (3) Value Engineering Change Proposal (VECP). A proposal that --
 - (i) Requires a change to the instant contract; and
- (ii) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change --
 - (A) In deliverable end item quantities only;
 - (B) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or
 - (C) To the contract type only.
 - (4) Notice of Revision (NOR). A NOR describes the proposed changes to a technical document being requested by an ECP.
- (b) When will TACOM start processing change requests? TACOM won't start processing any ECP, VECP, or RFD until we receive the ACO's comments (see paragraph (e) below) and the ECP, VECP, or RFD documentation.
- (c) Contractor Responsibility. ECPs, VECPs, and RFD shall contain information per the instructions outlined on the Data Delivery Descriptions (DDDs) which can be found at the following website: http://contracting.tacom.army.mil/engr/engrchange.htm. Forms for preparing an ECP, VECP, or a RFD can also be found at this website. You may use other media, as long as you give us all the information outlined in the DDDs.
 - (1) Identify the two-digit Weapon System Code (WSC) on your submittal. The WSC for this procurement is JV.
- (2) The Contractor shall submit ECPs/VECPs/RFDs to the Government electronically. You must use one of the following electronic mediums: 100 megabyte Zip*-disk, 3 1/2 inch disk, 650 megabyte CD ROM, or E-mail. (E-mail files must be sized 3.5 mb or less.) Identify the software application, and version, that you used to create each file submitted.
- (3) ECPs/VECPs/RFDs submitted in paper form are unacceptable and will be returned. You must use one of the following electronic formats:
- (i) Files readable using these Microsoft 97 Office Products: Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.

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CONTINUATION SHEET

- (ii) Files in Adobe PDF (Portable Document Format).
- (iii) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic ECPs/VECPs/RFDs and be accessible offline.
- (iv) Other electronic formats. Before preparing your ECPs, VECPs or RFDs in any other electronic format, please e-mail the engineer, copy-furnished to the buyer and ACO, to obtain a decision as to the format's acceptability. Failure to e-mail the engineer to seek an alternate format's acceptability may result in rejection of your submission. All alternate methods must be at no cost to the Government. NOTE: The above formats may be submitted in compressed form using self-extracting files.
 - (d) Submittal Procedures for ECPs/VECPs/RFDs.
 - (1) Send one copy of the ECP, VECP or RFD in electronic format to your ACO.
 - (2) Send one copy of the ECP, VECP or RFD in electronic format to the buyer listed on the solicitation/ contract document.

WARNING - Submit complete, legible, virus free packages per paragraphs 1 and 2 above, or we may return your ECP/VECP/RFD without processing them.

(e) ACO Responsibility. Within ten working days from the day you receive the contractor's request, the ACO must prepare Comments on the ECP, VECP, or RFD in electronic format, and forward it as follows:

ECPs, VECPs, and RFDs. Email a copy of the contractor's request and ACO comments (DD Form 1998) to the engineer dykasg@tacom.army.mil and the buyer identified in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155.

- (f) Approval of ECPs, VECPs and RFDs.
- (1) ECPs should be used to make permanent changes in the Government Technical Data Package (TDP). Contractual relief should be requested using a Request for Deviation. This is because the Government requires more time to analyze any proposal to permanently change the specification or TDP. Cost saving improvements to the TDP should be submitted as a VECP, if a VE clause is contained in the contract.
- (2) ECPs. TACOM will review and make a decision within the ninety day timeframe. Notification of our decision will be made by the contracting officer or representative.
 - (3) RFDs. Decision on RFDs will be made within 30 days from the date we receive them from the ACO.
- (g) Processing Emergency and Urgent ECPs. Ordinarily, ECPs submitted by the contractor will be deemed routine. If you submit an ECP that you consider to be an emergency or urgent (as defined in paragraph 11 of DDD for ECPs), you must immediately notify the PCO. TACOM will review the criticality of the ECP, and, if we determine that it is urgent or critical, we'll follow the appropriate processing time-frames as outlined in paragraph 11 of the DDD for ECPs.
- (h) Reminder Only the PCO can change the Contract. NO OTHER GOVERNMENT REPRESENTATIVE is authorized to make a commitment for, or bind the Government.
 - (i) RFDs shall contain sufficient pricing data to determine if a downward equitable adjustment to the contract is required.
 - (j) Ouestions.
- (1) Questions about preparation and submittal of change request should be directed to the Government Quality Assurance Representative (OAR).
- (2) Questions about the status of change requests you've already submitted, contact the buyer. You can find the buyer's name, number and e-mail address in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155.

[End of Clause]

10 52.211-4053 REQUIRED TAILORING LANGUAGE TO ELIMINATE CLASS I OZONE-DEPLETING MAR/2000 (TACOM) SUBSTANCES

(a) The purchase description or Technical Data Package (TDP) for this purchase order incorporates one or more specifications or

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standards that, in their unmodified form, either authorize or require the use of Class I Ozone-Depleting Substances (CIODS). For purposes of your performance on this purchase order, those specifications (which are identified in paragraph (b) of this clause) are modified by special tailoring language which appears in the TACOM Acquisition Center's web-site. Directions for reaching our web-site and locating the required tailoring language appear in paragraph (c) of this clause.

- (b) Tailoring language to eliminate the authorization or requirement to use Class I Ozone-Depleting Substances (CIODS) is hereby incorporated into this contract by reference. Packaging Specifications MIL-L-61002 and MIL-STD-129, where they apply, are affected by this tailoring language. Other specifications and standards affected are: MIL-C-11796.
- (c) The CIODS listing that contains the required tailoring language is on the TACOM Acquisition Center web-site, which you can reach by using this URL: http://contracting.tacom.army.mil/ciods.html

- 11 52.211-4516 PACKAGING REQUIREMENTS (SELECTIVE GROUP PACKAGING REQUIREMENTS) MAR/2004 (TACOM)
- (a) Military preservation, packing, and marking for this contract shall be accomplished in accordance with the specific requirements identified below and all the applicable requirements of MIL-STD-2073-1, Revision D, Dated 15 Dec 1999 including Notice 1, Dated 10 May 2002.
 - (1) LEVEL OF PRESERVATION: Military
 - (2) LEVEL OF PACKING: B
 - (3) QUANTITY PER UNIT PACKAGE: 001
- (b) MIL-STD-2073-1, Appendix J establishes and defines codes used in describing military packaging methods and materials. The following codes from Appendix J apply:
 - (1) Preservation Method Code: 42 (Table j.i. and j.ia.)
 - (2) Cleaning Procedure Code: 1 (Table j.ii)
 - (3) Preservative Material Code: 00 (Table j.iii)
 - (4) Wrapping Material Code: 00 (Table j.iv)
 - (5) Cushioning and Dunnage Code: NA (Table j.v)
 - (6) Thickness of Cushioning or Dunnage Code: C (Table j.vi)
 - (7) Unit Container Code: XX (Table j.vii)
 - (8) Intermediate Container Code: 00 (Table j.vii)
 - (9) Quantity per Intermediate Container Code: AAA (Appendix J.4.11)
 - (10) Packing Code: H (Table j.IX and J.IXa)
 - (11) Special Marking Code: 00 (Table j.x)
- (c) Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred commercial expendable pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage
 - (d) Marking:
- (1) All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129P(2), dated 10 Feb. 2004, including bar coding. The contractor is responsible for application of special

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markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.

- (2) Contractors and vendors shall apply identification and address markings with bar codes in accordance with this standard. For shipments moving to overseas locations and for mobile deployable units, the in-the-clear address must also include the host country geographic address and the APO/FPO address. A Military Shipment Label (MSL) is required for all shipments except contractor to contractor. The MSL will include both linear and 2D bar codes per the standard. DVD shipment documentation must also be marked with additional bar codes. The DD Form 250 or the commercial packing list shall have additional issue/receipt bar coding applied as per Direct Vendor Delivery Shipments in the standard (except for deliveries to DLA Distribution Depots, e.g. New Cumberland, San Joaquin, Red River, Anniston). Packing lists are required in accordance with the Standard, see paragraph 5.3
- (3) Contractor to contractor shipments shall have the address markings applied to the identification marked side of the exterior shipping container or to the unitized load markings. The following shall be marked "FROM: name and address of consignor and TO: name and address of consignee".
- (4) Computer Automated Transportation Tool (CATT). The following website provides detailed instructions for downloading and installing the Military Shipment Label/Issue Receipt Document (CATT MSL/IRRD) software that will generate a Military Shipping Label to include the required Code 39 and 2D(PDF417) bar codes on the label: https://www.asset-trak.com/catt/msl_irrd/mslirrdmain.htm This program was developed by the Army and is free to those with government contracts. Two contractors have introduced a version of the MSL software that can be purchased by contractors. Both programs produce labels that appear to be in compliance with the requirements of MIL-STD-129P. Contractors are MILPAC (http://milpac.com/) and Easysoft Corporation (http://easysoftcorp.com/). Ensure that the ship to and mark for in-the-clear delivery address is complete including: consignees name, organization, department name, office, building, room, street address, city, state, country code, & DODAAC.
- (e) Heat Treatment and Marking of Wood Packaging Materials: Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment. Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.
- (f) These packaging requirements are intended to provide protection against environmentally induced corrosion and deterioration, physical and mechanical damage, and other forms of degradation during storage, multiple handling, and shipment associated with the military distribution system. The Government encourages contractors to submit requests for changes that will result in savings or improve the packaging. Please submit request for changes in accordance with the RFD clause of the contract. Government reserves the right to require testing to validate alternate industrial preservation methods, materials, blocking, bracing, cushioning, and packing at contractors expense.
 - (g) Hazardous Materials(as applicable):
- (1) Hazardous Materials is defined as a substance, or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)
- (2) Packaging and marking for hazardous material shall comply with the requirements herein for the mode of transport and the applicable performance packaging contained in the following documents:

International Air Transport Association (IATA) Dangerous Goods Regulations International Maritime Dangerous Goods Code (IMDG)
Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49
Joint Service Regulation AFJMAN24-204/TM38-250/NAVSUPPUB 505/MCO
. P4030.19/DLAM 4145.3 (for military air shipments)

- (3) If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers. A Product Material Safety Data Sheets (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.
 - (h) SUPPLEMENTAL INSTRUCTIONS: COIL TO 19 X 19 X 2. FOR INNER BOX, USE BOX EC.

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[End of Clause]

12 52.246-4007 INSPECTION POINT: ORIGIN ACCEPTANCE POINT: ORIGIN (DIFFERENT SITE) FEB/1995 (TACOM)

- (a) Inspection and acceptance of supplies offered under this purchase order shall take place as specified here. Inspection: ORIGIN Acceptance: ORIGIN
 - (b) Origin inspection shall take place at the site specified below:

HEALE MANUFACTURING CO
1231 THE STRAND
WAUKESHA, WI 53186
POC ELLIOTT ERICKSON PHONE 262-542-4496 EXT 114

(c) Origin acceptance shall take place at the site specified below:

TRANSPAK CORP
235 E. PITTSBURGH AVENUE
MILWAUKEE, WI 53204
POC PAUL WENDORF PHONE 414-273-5036

[End of Clause]

13 52.247-48 F.O.B. DESTINATION--EVIDENCE OF SHIPMENT (DEVIATION) JUL/1995

- (a) If this contract is awarded on an f. o. b. destination basis, and if transportation is accomplished by common carrier, parcel post, or other than common carrier, the Contractor agrees not to invoice until the supplies are shipped, and to retain the following evidence of shipment (EOS) documentation for a period of 4 years after completion of the contract.
- (1) If transportation is accomplished by common carrier, the Contractor will retain a signed copy of the commercial bill of lading of the supplies covered by the invoice, indicating the carrier's intent to ship said supplies to the destination specified in the contract
 - (2) If transportation is accomplished by parcel post, the Contractor will retain a copy of the mailing certificate, or
- (3) If transportation is by other than common carrier or parcel post, the Contractor will retain the receipt copy of the appropriate delivery document showing receipt at the destination in the contract.
- (b) Retention of the above EOS documentation and having the documentation available for subsequent review, if needed, eliminates the requirement to provide these documents with the Contractor's paper, or electronically transmitted, invoices.

[End of Clause]

14 252.223-7001 HAZARD WARNING LABELS

DEC/1991

- (a) <u>Hazardous material</u>, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.
- (b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:
 - (1) Federal Insecticide, Fungicide and Rodenticide Act;
 - (2) Federal Food, Drug and Cosmetics Act;
 - (3) Consumer Product Safety Act;
 - (4) Federal Hazardous Substances Act; or

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(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

| MATERIAL (If None, Insert None.) | <u>ACT</u> |
|----------------------------------|------------|
| | |
| | |
| | |
| | |

- (d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.
- (e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

[End of Clause]

15 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (Alternate III dated May 2002) MAY/2002

- (a) Definitions. As used in this clause--
- (1) <u>Components</u> means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
 - (2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
 - (3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.
 - (4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) <u>Subcontractor</u> means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.
- (6) <u>Supplies</u> means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
- (ii) <u>Supplies</u> includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) <u>U.S.-flag vessel</u> means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
 - (b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
 - (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-
 - (i) This contract is a construction contract; or
 - (ii) The supplies being transported are-
 - (A) Noncommercial items; or
 - (B) Commercial items that-
 - (1) The Contractor is reselling or distributing to the Government without adding value (generally,

the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces

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deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--
 - (1) U.S.-flag vessels are not available for timely shipment;
 - (2) The freight charges are inordinately excessive or unreasonable; or
 - (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--
 - (1) Type, weight, and cube of cargo;
 - (2) Required shipping date;
 - (3) Special handling and discharge requirements;
 - (4) Loading and discharge points;
 - (5) Name of shipper and consignee;
 - (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information—
 - (1) Prime contract number;
 - (2) Name of vessel;
 - (3) Vessel flag of registry;
 - (4) Date of loading;
 - (5) Port of loading;
 - (6) Port of final discharge;
 - (7) Description of commodity;
 - (8) Gross weight in pounds and cubic feet if available;
 - (9) Total ocean freight in U.S. dollars; and
 - (10) Name of the steamship company.
- (f) The Contractor shall insert the substance of this clause, including this paragraph (f) in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

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(TACOM)

- (a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website http://farsite.hill.af.mil/
- (b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: http://www.ccr.gov/. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)
- (c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm Rock Island: http://aais.ria.army.mil/AAIS/AWDINFO/index.htm Picatinny: http://procnet.pica.army.mil/Contracts/Index.htm

Red River Army Depot: http://www.redriver.army.mil/contracting/Awards

Anniston Army Depot: http://www.anadprocnet.army.mil

- (d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.
- (1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".
- (2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at http://www.acq.osd.mil/ec/ecip/index.htm . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.
- (e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:
 - (1) Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access
 - (2) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM
 - (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).
- (4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

- 17 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION JUN/1999 (TACOM)
- (a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)
 - (b) This shall include all written unclassified communications between the Government and the Contractor except contract awards

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and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

- (c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).
- (d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.
- (e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

18 52.211-4008 DRAWING LIMITATIONS (TACOM)

NOV/2002

- (a) The drawings supplied with this contract are <u>not</u> shop or process drawings. They are engineering design drawings. They are adequate to permit manufacture, and:
 - (1) depict the completed (item(s), and
 - (2) serve as the basis for inspection of the completed item(s).
- (b) These drawings DON'T cover intermediate drawings/specifications or steps in the manufacturing process. As a result, even if you meet all the dimensions and tolerances specified in the engineering design drawing for each individual part, a cumulative unacceptable fit for the contract item could result.
- (c) YOU ARE RESPONSIBLE for producing the shop or process drawings needed to cover intermediate steps in the manufacturing process.
- (d) The Contractor agrees that he has obtained all specifications and drawings necessary to manufacture the items being solicited in accordance with the TDP including all incorporated specifications and drawings. The contractor is responsible for having all drawings and specifications. Delivery delays are not excusable where the contractor asserts that it did not have a specification or drawing and has failed to request, in writing, the specification from either the Contracting Officer or Contract Specialist prior to the solicitation closing date.
- (e) If you fail to produce an end item with a cumulative fit that conforms to Government drawings, specifications or other supplemental manufacturing documentation, you'll be responsible for correcting this condition at no additional cost to the Government and no delivery schedule extension.

[End of Clause]

19 52.211-4036 FORMAT OF THE TECHNICAL DATA PACKAGE (TACOM)

APR/2000

- (a) The TDP for the contract item is available only in electronic format via the TACOM Contracting Webpage (contracting.tacom.army.mil). TACOM-Warren has discontinued its practice of providing hard copies (i.e. CD ROM) of technical data packages (TDPs). You must obtain a copy of the TDP for this solicitation via the TACOM Contracting Webpage. For those TDPs not available via the webpage, the TDP will be issued free of charge in CD-ROM format. The CD-ROM includes the necessary software to access, view, and print individual images that are included in the TDP. The CD-ROM can be read in any personal computer that includes a CD-ROM drive. If your company does not have a personal computer with a CD-ROM drive, you can take the CD-ROM disk to any of various commercial computing or copying/printing service, to have hard copies produced.
- (b) TDPs available via the TACOM Contracting Webpage may be purchased in CD ROM format for a fee of \$4.60 each. Requests for CD ROMs and payment should be mailed to:

USATACOM AMSTA-CM-CDD (TDP Requests) Warren, MI 48397-5000

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7061, and Gloria McCullough at (586) 574-7064.

[End of Provision]

20 52.215-4404

DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY

MAY/2002

(TACOM)

- (a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information.
- (b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of Clause]

21 52.246-4005 (TACOM) INSPECTION AND ACCEPTANCE POINTS: ORIGIN

FEB/1995

MAR/2000

The Government's inspection and acceptance of the supplies offered under this order shall take place at ORIGIN. Offeror must specify below the exact name and address of his facility, or his subcontractor's facility, where supplies to be furnished under this order will be available for origin inspection

| Contractor's Plant: | |
|------------------------|--------------------|
| | (Name and Address) |
| Subcontractor's Plant: | |
| | (Name and Address) |
| | |

[End of Clause]

22 52.246-4025 (TACOM)

HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT -- TACOM QUALITY SYSTEM

REQUIREMENT

- (a) This solicitation will result in a purchase order that will require the contractor to use a quality-assurance system to ensure the quality of the purchased items.
- (b) To allow TACOM to analyze your proposed quality system, especially if that system is not based on a national or international standard, you must identify your system as part of your response to this solicitation. Paragraph f (below) asks you to identify what quality-assurance system you will use.
- (1) If you indicate that your quality system conforms to one of the ISO 9000-series standards, or to QS 9000, or to ANSI/ASQ 9001 or 9002, this is a sufficient description: you need not further describe your quality system in your response to the solicitation.
- (2) If your quality system does not conform to any of the standards listed in (b)(1) immediately above, then in addition to identifying the name of the quality system you intend to use, you also must provide a description of your proposed system, in enough detail to let us assess its suitability for use in performing the resulting order. This is of particular importance if your proposed system is unique, using quality control methods and techniques that your company has developed in-house. (Note, however, that if the quality system you intend to use is one that conforms to MIL-Q-9858, MIL-I-45208, or another comparable military specification or standard, you don't need to send us a copy of the standard: just identify which standard you intend to use).
 - (3) If you provide a description of your quality system, make sure that your description covers how your system:
 - $\mbox{--achieves}\ \mbox{defect prevention, and}$
 - --provides process control, and
 - --ensures adequate quality controls throughout all areas of performance.

If some of the features of your system are described in other forms (brochures, for example, or articles), you may attach a copy of such

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[] Other, specifically _

items to your response to this solicitation. If your system is described in a textbook or publication that is available from a commercial or academic distributor, include a reference to the publication by author, title, copyright date, and publisher in your system description. You need not physically attach a copy of a textbook to your offer.

- (c) If you already described your quality system as an attachment to another TACOM solicitation within the previous 90 days, you can either send us another copy, or simply identify the number of the previous solicitation.
- (d) If you do not provide us a description of your quality system, or if the description you send does not show all of the required features as stated in paragraph (b) above, your offer may be ineligible for award.
- (e) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (i) defect prevention and (ii) process control, providing adequate quality controls throughout all areas of performance.
- (f) Your quality system may be based on (i) international quality standards such as the ISO 9000 series, or (ii) military, or (iii) commercial, or (iv) national quality standards. You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:

[] ISO 9001 [] ISO 9002 [] QS 9000 [] ANSI/ASQ Q9001 [] ANSI/ASQ Q9001

(Note: if you check the <u>other</u> block because you intend to use an in-house quality system, or one based on a commercial, national, or international system not identified above, then in addition to identifying your proposed system in the space above, to the right of the word <u>other</u>, you must attach a description of this system to your offer in response to the solicitation, so that we can assess its suitability. If you receive an award, your proposed system will be required.)

- (g) Certification of compliance or registration of the quality system you identify above, by an independent standards organization or auditor, does not need to be furnished to us under this contract. However, you may attach a copy of such certification with your offer in response to the solicitation, as proof of system compliance.
- (h) At any point during performance, we have the right to review your quality system to assess its effectiveness in meeting requirements.

[End of Clause]

23 52.246-4026 LOCAL ADDRESS FOR DD FORM 250 (TACOM)

JAN/2002

- (a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:
- (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DD250@tacom.armv.mil
- (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 574-7788 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

- (b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.
 - (c) The DD250 form may be found, in three different formats, on the World Wide Web at http://web1.whs.osd.mil/icdhome/DD-0999.htm